

ORIGINAL

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Attorneys for Defendant,  
OTIS ELEVATOR COMPANY

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

**JAYNA CARTER,**

**Plaintiffs,**

**Case No.: 3:11-cv-662-RCJ-WGC**

**vs.**

**MGM RESORTS INTERNATIONAL dba  
CIRCUS CIRCUS HOTEL AND CASINO -  
RENO; OTIS ELEVATOR COMPANY,  
DOES I through X, inclusive and ROE  
BUSINESS ENTITIES I through X,  
inclusive,**

**Defendants.**

**STIPULATED CONFIDENTIALITY AGREEMENT AND ORDER**

IT IS HEREBY STIPULATED and agreed by and between Plaintiff, JAYNA CARTER, and Defendant, OTIS ELEVATOR COMPANY, by and through their undersigned counsel, respectively, that the following procedure shall be employed for the protection of Defendant's confidential documents and related information:

1. For purposes of this Agreement, confidential information means any document, writing, paper, tangible thing, transcript of oral testimony, whether printed or recorded or reproduced by any other mechanical process, or written or produced by hand, and the content of any such document, writing, paper, thing, transcript of statement, which Defendants designate as "Confidential."

2. No party shall disclose any document and/or other item that is subject to this confidentiality agreement to: (1) any expert witness who does not agree in writing to be bound by this agreement; or (2) any third party not directly involved in the above-entitled action, unless the

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1 parties or their attorneys consent to or such disclosure is ordered by the Court.

2 3. Documents and materials subject to this protective order shall be used solely for  
3 preparation for trial and/or trial in this action. "Preparation for trial" includes, but is not limited to,  
4 discovery, settlement, preparation of motions, interviews of witnesses, and trial preparation.

5 4. Each party may make working copies or file copies of documents and materials subject to  
6 this protective order to be used by: (1) the parties' attorneys (including paralegals, law clerks, or other  
7 support personnel necessary for preparation for trial and/or trial); (2) the parties themselves; (3) experts  
8 retained by the parties who have agreed in writing to be bound by this confidentiality agreement; or (4) other  
9 persons agreeing in writing to be bound by this confidentiality agreement. Such copies are to be used  
10 exclusively in connection with the above-captioned action. Any copies or other methods of reproduction of  
11 the documents shall be stored and/or handled by the above-listed persons in a manner which will prevent the  
12 unauthorized disclosure of the documents and/or items and or/their contents.

13 5. Documents or other items subject to this confidentiality agreement shall not be used by any  
14 party to this action for business or competitive purposes, or for any purpose whatsoever other than for  
15 preparation for trial and/or trial of the above-captioned action.

16 6. Unless otherwise permitted by statute, rule or prior court order, papers filed with the Court  
17 under seal shall be accompanied by a contemporaneous motion for leave to file those documents under seal,  
18 and shall be filed consistent with the court's electronic filing procedures in accordance with Local Rule 10-  
19 5(b). Notwithstanding any agreement among the parties, the party seeking to file a paper under seal bears the  
20 burden of overcoming the presumption in favor of public access to papers filed in Court. *Kamakana v. City*  
21 *and County of Honolulu*, 447 F.2d 1172 (9<sup>th</sup> Cir. 2006).

22 7. Each expert, agent, consultant, or other representative who is permitted by any  
23 attorney for the parties to view, examine, scan or otherwise inspect the documents subject to this  
24 confidentiality agreement shall agree in writing to be bound by this agreement. A copy of this  
25 confidentiality agreement shall also be delivered to each of the above-listed persons by the attorneys for  
26 the parties.

27 8. No party to this action, attorneys for any party (including law clerks, paralegals, or  
28 other support personnel necessary for preparation for trial and/or trial), any experts retained by any

1 party or his/her/its attorneys, or any party's agents or representatives may copy or otherwise  
 2 reproduce any document or item designated as "confidential" except for working copies or file  
 3 copies as described in, and for the persons described in, paragraph 4 above.

4 9. All documents produced subject to this confidentiality agreement, and any copies,  
 5 lists or summaries thereof, shall be returned within thirty days after trial and/or other final resolution  
 6 of the above-entitled action to the party who produced such documents, unless such documents or  
 7 other items cannot be returned as a result of a party's introduction of such documents or items as  
 8 evidence at trial, or unless such documents or items are otherwise unavailable for return.

9 10. This confidentiality agreement may be modified by further order of this Court or by  
 10 written agreement of counsel for all the parties, subject to approval of the Court.

11 11. This confidentiality agreement shall be effective April 30, 2010. It shall survive  
 12 termination of this action, and the Court shall retain jurisdiction to enforce or modify this agreement.

#### 13 AFFIRMATION

#### 14 Pursuant to NRS 239 B.030

15 The undersigned does hereby affirm that the preceding document does not contain the Social  
 16 Security Number of any person.

17 Dated this 4<sup>th</sup> day of January, 2012.

18 BENSON & BINGHAM

19 By: 

20 Attorney for Plaintiff,  
 21 JAYNA CARTER

22 Dated this 23<sup>rd</sup> day of December, 2011.

23 RANDS, SOUTH & GARDNER

24 By: 

25 Attorney for Defendants,  
 26 MGM RESORTS INTERNATIONAL dba  
 27 CIRCUS CIRCUS HOTEL AND CASINO -  
 28 RENO

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1 Dated this \_\_\_\_ day of December, 2011.

2 LAW OFFICES OF PAUL F. HAMILTON, LLC

3  
4  
5 By: 

6 Attorney for Defendant,  
7 OTIS ELEVATOR COMPANY

8  
9 ORDER

10 IT IS SO ORDERED.

11 Dated: February 3, 2012.

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16 UNITED STATES MAGISTRATE JUDGE

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